

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

**IN RE REGIONS MORGAN KEEGAN
SECURITIES, DERIVATIVE & ERISA
LITIGATION,**) **Case No. 2:09-md-2009-SHM**
)
)

Walter C. Duncan, et al.,)	
)	
Plaintiffs,)	Case No. 2:10-cv-02640-SHM-DKV
)	
v.)	(Transferred from U.S. District Court
)	for the Northern District of Alabama,
Morgan Keegan & Co., Inc., et al.)	Civil Action No. 2:10-cv-01563)
)	
Defendants.)	

DEFENDANTS' MOTION TO COMPEL ARBITRATION
AND FOR STAY PENDING ARBITRATION

Defendants Morgan Keegan & Company, Inc. (“Morgan Keegan”), Allen B. Morgan, Jr., Joseph C. Weller, J. Thompson Weller, Charles D. Maxwell, R. Patrick Kruczek, and Michele F. Wood (collectively, the “Morgan Keegan Defendants”), move this Court, pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, to enter an order compelling arbitration as to Plaintiff Francis H. Kohn (“Plaintiff”)¹ and staying all further proceedings in this action until arbitration has been completed in accordance with the terms of the agreements as hereinafter set forth.

The Morgan Keegan Defendants’ Motion to Compel Arbitration and for Stay Pending Arbitration (“Defendants’ Motion”) should be granted for the reasons stated in the Morgan

¹ Plaintiffs Dice K. Lineberry, Dorothy L. Long, Walter C. Duncan, James L. Hubbard, Katy Hubbard Hall, and Meredith Hubbard have settled their claims in the above-styled matter and will be dismissing their claims with prejudice pursuant to the settlement agreements.

Keegan Defendants' Memorandum of Law, which has been provided to the Court herewith. In summary, Defendants' Motion should be granted because:

1. Plaintiff Francis H. Kohn expressed his agreement to arbitrate his claims when he executed a new account form that included a binding arbitration clause.

2. Plaintiff's claims are within the scope of the arbitration agreement signed and accepted by Plaintiff.

3. The arbitration agreement at issue is an enforceable, written agreement to arbitrate within the meaning of the Federal Arbitration Act and Plaintiff's claims relate to transactions involving interstate commerce.

4. Defendant Morgan Keegan is explicitly a party to the arbitration agreement signed by Plaintiff, and thus, Plaintiff's claims against Morgan Keegan must be compelled to arbitration.

5. Plaintiff's claims against Defendants Morgan, Joseph Weller, Thompson Weller, Maxwell, Kruczek, and Wood are due to be arbitrated because they were employees of Morgan Keegan, and therefore are included in the arbitration agreement.

6. The litigation pending in the above-styled matter should be stayed pursuant to Section 9 U.S.C. § 3, which requires that a court stay litigation where issues presented in the litigation are the subject of an arbitration agreement.

Respectfully submitted this 1st day of October, 2013.

Respectfully submitted,

/s/ Peter S. Fruin

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CERTIFICATE OF SERVICE

I hereby certify that on October 1, 2013, I electronically filed the foregoing document with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing to the following and/or served the following via U.S. Mail:

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/s/ Peter S. Fruin